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Agreement  
between the

**Trenton Board  
of Education**

and the

**Trenton Education  
Association**

Covering the period

September 1, 2000

to

August 31, 2004



1,200  
Teachers

TEA—NJEA—NEA

3/26/01

68 pages

EXECUTIVE COMMITTEE OF THE  
TEA  
2000-2002

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**AGREEMENT**  
between  
**THE TRENTON**  
**BOARD OF EDUCATION**  
and  
**THE TRENTON**  
**EDUCATION ASSOCIATION**  
covering the period  
**SEPTEMBER 1, 2000**  
to  
**AUGUST 31, 2004**

Adopted by the  
Trenton Board of Education  
**April 10, 2000**

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## **PREAMBLE**

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and to implement Chapter 303 the Public Laws of 1968 and Chapter 123, Public Laws of 1974, so as to encourage and increase effective and harmonious working relationships between the TRENTON, NEW JERSEY, BOARD OF EDUCATION (hereinafter referred to as the "Board") and its professional employees represented by the TRENTON EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

THIS AGREEMENT IS MADE AND ENTERED INTO ON this 10th day of April, 2000 by and between the Board and the Association.

## **Article I RECOGNITION**

A. On November 5, 1987 a secret ballot election was conducted under the auspices of the Public Employment Relations Commission, consistent with their regulations, and Chapter 303, Public Laws of New Jersey of 1968 and Chapter 123, Public Laws of 1974. The Trenton Education Association was elected as the sole and exclusive representative for certain professional employees as listed below.

B. The Board shall have the right to create new teacher positions as may be required by State Law or regulations or directives promulgated by the New Jersey Department of Education and to create job descriptions.

C. The Board recognizes the Association as the exclusive representative for the purpose of negotiations for a unit consisting of all employees of the Board holding the position of: Classroom Teacher, Pre-kindergarten Teachers, Reading Teachers, Elementary Music Teachers, Elementary Physical Education Teachers, Home Instruction Teachers, Social Workers, Librarians, Guidance Counselors, Psychologists, Nurses, Weight Training Instructor,

ROTC Instructor, Career Development Counselor, Librarian Specialist, Teachers on Leave of Absence, Audio-Visual Teachers, Teacher-Coordinator Cooperative Industrial Education, Speech Correctionists, Learning Consultants, Long Term Substitutes, Elementary Art Teacher Specialists, Provisional Teachers, Helping Teachers, Reading Resource Teachers, Associate Educational Media Specialists, Facilitator, teacher leaders and technology facilitator, family service worker, teacher tutor, Early Childhood liaison teacher and those certificated employees in similar categories, in Federal and/or State Sponsored and/or funded projects.

D. The Board recognizes the Association as the exclusive representative for the covered employees in the following positions: Teachers in the School for Foreign Born and Evening School, Coaches and extra-curricular/co-curricular sponsors. Only the terms of this contract which specifically specify these positions shall apply to these positions.

E. Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers."

F. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution and Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

## **Article II NEGOTIATION PROCEDURE**

A.1. Not later than February 1, of the calendar year preceding the calendar year in which this agreement expires, the parties agree to enter into professional negotiations relating to a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment. The Board shall provide an accurate scattergram to the

Association no later than February 1 of the same calendar year the parties agree to enter into negotiations.

2. During negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Board will make available to the Association for inspection all pertinent records, data and information of the School System. By March 1 of each year, the Board will provide the Association with preliminary budgetary proposals, requirements and allocations. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3. Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and association. It is expressly understood, however, that any such agreement shall be binding upon the Board only to the extent permitted under the laws of the State of New Jersey and the United States.

4. All salary guides shall be part of the negotiated agreement before ratification by the Board of Education.

B. The Board agrees not to negotiate with any persons or teachers' organization other than the Association in regard to teachers, terms or conditions of employment during the term of Recognition.

C. Negotiations' team members shall receive compensatory time equal to the time spent in negotiations meetings which extend past 12:30 am on the day immediately following the meeting. If such meetings extend beyond 3:00 am, negotiations' team members shall receive a full day comp time for that work day. Compensatory time shall count as an "I" day for attendance records.

### **Article III GRIEVANCE PROCEDURE**

#### **A. Declaration of Purpose**

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

#### **B. Definitions**

1. A "grievance" is a claim by a teacher or group of teachers that he/they have suffered a personal loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **C. Structure**

1. The Association shall select a School Representative for each school building.

2. The Association shall establish an Association Grievance Committee (hereinafter referred to as the AGC), which shall be broadly representative of the various elements of the professional staff included within the negotiating unit. The AGC shall consist of as many members as the Association shall deem appropriate, one of whom shall act as Chairperson.

## **D. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. A grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all applicable rules and regulations and directions of the Board and Administration.

In the event an equitable solution to a grievance has not been secured by the end of the school year, all of the time limits at each level as hereinafter stated shall be valid and in force but tabulated as business days until the beginning of the subsequent school year.

### **1. Level One**

(a) A teacher with a grievance shall notify his/her principal in writing, or in the event he/she is not responsible to a principal, his/her immediate supervisor. The teacher shall forward a copy of said grievance to the Association Grievance Committee.

(b) The principal shall hold a hearing within five (5) school days of receipt of the grievance. Within three (3) school days of the hearing the principal shall respond in writing with a copy to the grievant and the AGC. In the event the grievant is dissatisfied with the disposition of the grievance: if a hearing was not held within five (5) work days of the receipt of the grievance; if a decision was not rendered within three (3) work days of the hearing; or if the immediate supervisor or principal has been continuously unavailable to receive a grievance for ten (10) work days after the ini-

tial attempt at notification: the grievant, may within five (5) work days, file the grievance at Level Two.

(c) If the written grievance is not filed within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

### **2. Level Two**

(a) If the grievance is not resolved to the satisfaction of the grievant, the grievant shall file it with the Superintendent of Schools within five (5) school days, after having received the written grievance together with a report setting forth the action or inaction taken. The efforts made and investigation conducted in attempting to resolve the grievance and a statement as to the authority relied upon by the principal or immediate superior for his/her position on the grievance. The grievant shall also send a copy of his/her report to the AGC.

(b) The superintendent and/or his/her designee shall represent the administration at this level of the grievance procedure. Within ten (10) school days after the grievance is filed with the superintendent, the superintendent and/or his/her designee shall hold a hearing on the grievance unless the grievant states in writing that he/she does not desire such a hearing. The grievant and a representative of the AGC shall be present at the hearing and may present such facts as are relevant to the grievance being considered.

(c) The superintendent and/or his/her designee shall render a written decision on the grievance within ten (10) school day after the conclusion of the hearing and a copy of such decision shall be forwarded immediately to the AGC and the grievant at the same time.

(d) If the Superintendent's designee is personally involved in the issue of the grievance, the

grievant or the Association may request that a substitute designee be appointed to resolve the particular matter, and a substitute shall be designated.

**3. Level Three**

(a) In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered by the superintendent and/or his/her designee within five (5) school days after the conclusion of the hearing or fifteen (15) school days after the grievance has been filed with the superintendent, he/she may request the AGC to appeal the grievance to the Board, in which event the AGC shall take the appeal by notifying the superintendent, and/or his/her designee, in writing.

(b) The Board shall appoint two or more of its members as hearing officers to hear grievances at this level. The hearing officers shall meet twice each month, the first meeting to take place no later than the 15th of each month and the second meeting to take place no later than the last working day of the month, unless no appeals from Level Two remain unresolved. The hearing officers shall meet with the grievant and representatives of the AGC on the grievance as his/her (or their) first regular meeting after the AGC has notified the superintendent of its intention to appeal, for the purpose of reviewing the relevant facts presented at Level Two. The grievant and no more than six (6) representatives of the AGC shall be present solely for the purpose of reviewing the accuracy of the facts presented below and to certify any documentary evidence that may have been presented below. No new evidence shall be presented. The hearing officers shall present a written recommendation on the grievance to the Board within ten (1) calendar days of the hearing.

(c) The Board shall render a written decision on the grievance within twenty (20) calendar days after the recommendation(s) of the hearing officers is presented to the Board and a copy of such decision

shall be forwarded immediately to the AGC which shall notify the grievant.

(d) The Board shall not be required to hold a special meeting in order to comply with the provisions of (b) and (c) above providing, however, not more than forty (40) calendar days shall elapse between the filing of the grievance at Level Three and the Board's decision.

**4. Level Four**

(a) In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or in the event the time limits specified in Level Three, (b), (c), and (d) are not met, he/she may, within five (5) school days after being notified of the decision by the Board, request in writing that the AGC submit his/her grievance to arbitration. If the AGC determines that the grievance is meritorious and submitting it to arbitration is in the best interests of the Trenton School System, it may submit the grievance to arbitration by so notifying the superintendent and/or his/her designee within fifteen (15) school days after receipt of a request for submission by the aggrieved person.

(b) The Board and the Association agree to adhere to the rules of the American Arbitration Association or PERC in the selection and the performance of the Arbitrator. The selection of the AAA or PERC is to be decided by the moving party.

(c) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and decision on the issues submitted. The decision of the Arbitrator shall be binding only on grievances which are based on an alleged specific violation of this Agreement, except that grievances may not be submitted to arbitration if they pertain to the following:

1. No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign and involuntarily transfer.

2. Any matter for which a method of review

is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which, according to law, is beyond the scope of the Board's authority, or limited by law to the Board's authority alone.

3. Appointment to or lack of appointment to, retention in or lack of retention in any position. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law. The arbitrator shall be limited to the issues submitted.

(d) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

## **E. Right of Teachers to Representation**

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the AGC or any other participant in the grievance procedure by reason of such participation.

2. Any aggrieved person may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

3. The Association may, at its own cost; have a

telephone line and answering machine installed and maintained for use of the Chairperson of the AGC at the suitable location in a closet adjoining the classroom where the Chairperson is assigned. The installed system may not produce any audible signal. The Chairperson may use such machine only during free periods and before or after class hours.

4. The right of teachers to contact officers of the Association or members of the AGC concerning terms and conditions of employment, or clarifications thereof, through the use of District phones, shall not be unreasonably restricted.

## **F. Miscellaneous**

1. If, in the judgment of the AGC, a grievance affects a group or class of teachers in one or more schools, the AGC may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. If a class action grievance relates to particular school, the principal must be given the opportunity to respond before the grievance is filed at another level. The AGC may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All decisions rendered at Levels One, two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Chairman of the AGC. Decisions rendered at Level Four shall be in accordance with the procedures set out in paragraph 4 (c) and the American Arbitration Association.

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants

4. Forms for filing grievances, serving notices, taking appeals, making reports and the recommendations, and other necessary documents shall be pre-



pared and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

#### **Article IV SALARIES**

A. 1. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the school year for the duration of this contract. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Upon initial employment teachers for positions that are in critical need as designated by the Mercer County Superintendent of Schools may be placed up to step 11 in 2000-2001, step 12 in 2001-2002, step 13 in 2002-2003, and step 14 in 2003-2004.

Upon initial employment, credit up to ten (1) years experience shall be given to teachers and nurses on the Teachers Salary Schedule for previous outside teaching experience in a duly accredited school and service in the Peace Corps or Vista not to exceed two (2) years. Experience as a Registered Nurse (RN) shall be considered the same as teaching experience for nurses.

2. Every teacher who, after July 1, 1940, has served or hereafter shall serve, in the active military or naval service of the United States or of this state, including active service in the women's army corps, the women's reserve of the naval reserve, or any similar organization authorized by the United States to serve with the army or navy, in time of war or an emergency, or for or during any period of training, or

pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he/she had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any other state or territory of the United States, except that the period of such service shall not be credited toward more than four employment or adjustment increments.

Nothing contained in this section shall be construed to reduce the number of employment or adjustment increments to which any member may be entitled under the terms of any law, or regulation, or action of any employing board or officers, of this state, relating to leaves of absence.

B. 1. Equal paychecks shall be issued and delivered to teachers on alternate Fridays. There shall be two (2) pay periods in September.

Equal paychecks shall be issued and delivered to teachers on the 15th and last day of the month. The Board shall implement this pay schedule on July 1, 2000. However, the Board reserves the right to delay implementation until it is able to implement this pay schedule with all district employees.

2. When a pay day falls on a school holiday or vacation day, teachers shall receive their pay checks on the last previous working day.

3. Teachers may individually elect to be paid over a 12 month period.

4. By June 1 of each year the pay schedule for the ensuing school year shall be posted.

5. Each teacher may individually elect to have deductions made from his/her pay and forwarded to the Trenton Teachers Federal Credit Union for loan repayment and/or savings.

6. Teachers may individually elect to have deductions made for tax sheltered annuities.

7. Teachers may individually elect to use direct deposit of their paychecks.

C. 1. Vocational Education teachers holding "Emergency" certification shall be placed on the ND column of Schedule A. Those holding "Permanent" certification or a Bachelor's degree with an "Emergency" certification shall be placed on the four (4) year column of Schedule A. Vocational Education teachers shall move to the five (5) year level upon earning thirty (30) credits above a Bachelor's degree. Currently employed Vocational Education teachers who are placed at levels below those outlined above shall be moved to the aforementioned levels. No current employees shall be reduced in level.

2. The salary of ten (10) month Teacher Specialists shall be computed at the appropriate teacher base salary, step and educational level, plus 10/12 of an additional seven percent (7%) of that salary, prorated.

3. The work year for each Helping Teacher and Reading Resources Teacher, facilitators, teacher leaders, technology facilitators, Learning-Consultants, Psychologists, Child study team social workers, and Early childhood liaison teachers will begin five (5) days before the first reporting day for teachers. The work year for Helping Teachers, Reading Resource Teachers, facilitators, teacher leaders, technology facilitators, learning-consultants, Psychologists, Child study team social workers, and early childhood liaison teachers will end on June 30. The work day will be the same as that of twelve month teachers, i.e., 8 am to 4 pm with a one (1) hour duty free lunch period. Helping Teachers, Reading Resource Teachers, facilitators, teacher leaders, technology facilitators, Learning-Consultants, Psychologists, Child study team social workers, and early childhood liaison teachers shall have the same holidays as other teachers in the unit. For the longer work day and work year, each Helping Teacher Reading Resource Teachers, facilitators, teacher leaders, technology facilitators,

learning-consultants, Psychologists, Child study team social workers and Early childhood liaison teacher will be paid a salary computed as his/her teacher base guide salary plus an additional twelve percent (12%) of that salary.

4. Extracurricular Activities

a. Clubs/Extra Curricular Activities in schools will be stipend at the hourly rate specified in Article IV. C.6. of this agreement.

b. Clubs/Extra Curricular Activities will be advertised, posted, and screened via usual district job vacancy procedures.

c. Hour(s) for Club/Extra Curricular Activities will be part of the advertisements.

d. Recognition that middle/secondary school Clubs/Extra Curricular Activities may require more time will be built into activity plans and advertisements.

e. The basic Club/Extra Curricular Activity requirements will be consistent for all schools.

f. Written Club/Extra Curricular Activity guidelines will be disseminated to teacher sponsors.

g. For any Club/Extra Curricular Activity extending for the year, (September/October-June) the minimum stipend will be ten (10) X the hourly rate specified in Article IV. c.5. of this agreement.

h. For any Club/Extra Activity related to any short term objective such as

American Education Week

Black History Month

Spring Festival

the minimum amount paid will be based on five (5) X the hourly rate specified in Article IV. C.6. of this agreement.

i. Consideration for a stipend will occur only if the teacher responds to an advertisement and is screened and approved.

j. Teachers who are screened and appointed will be responsible for all aspects of Club/Extra Curricular Activity implementation/activity and

reports.

k. Pay for extra curricular activities, shall be made twice a month, on the 15th and end of the month for stipends/coaches.

5. Child Study Facilitators shall be paid the appropriate base salary plus an additional \$2000.

6. Section A: Teachers shall be compensated at an hourly rate of:

2000-01	\$28
2001-02	\$30
2002-03	\$32
2003-04	\$34

for before and after school activities involving direct supervision of students (e.g. labs, tutorial programs) and for professional development activities where the teacher is conducting the session.

Facilitators, teacher leaders, reading resource teachers, etc., will only be eligible for such compensation when the work is performed outside their contractual work day and/or work year.

Section B: Teachers participating in professional development activities, workshops, whole school reform orientations, school planning meetings, and the like shall be compensated at an hourly rate of:

2000-01	\$25
2001-02	\$26
2002-03	\$27
2003-04	\$28

Section C: Teachers (other than coaches) who escort students on field trips when school is not in session or during the summer shall be compensated at a rate of:

half day or evening events	\$100
full day events	\$200
full day and evening events	\$300

The Overnight rate when school is in session shall be calculated based on the deduction of the number of hours worked during the school day. The remaining hours shall be paid using C.6 - Section A's hourly rate for overnight trips. The Overnight rate will apply when an event extends beyond 10:00 p.m.

Saturday, Sundays and Holidays:

half day	\$150
full day events	\$250
full day and evening events.	\$350
Overnight	\$450

#### Article V

### TEACHER FACILITIES

A. Each school will have the following facilities:

1. Provisions will be made in each work area for teachers to safely lock personal possessions, and store instructional materials and supplies.

2. Where possible a conveniently located teacher preparation area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. All teachers shall have access to and use of photo copy machines in each building for school related activities. (The Board to adopt a policy to put this provision into effect.)

4. All faculty rooms shall have pay telephones and working air conditioners. Faculty rooms are to be reserved for the exclusive use of teachers as a faculty lounge and they shall be cleaned daily.

5. A serviceable desk, chair and file cabinet, working computer and printer with internet access and computer table at each teaching station for the use of the teachers assigned there.

6. Each teacher assigned full-time to a school building shall be assigned a classroom or office for his/her use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for his/her personal use.

7. Well-lighted, clean and clearly marked rest

rooms, separate from students' restrooms with provisions for locking or latching from the inside. Restrooms shall be kept clean and replenished regularly with dispenser soap, paper towels and toilet tissue on rollers.

8. It is the policy of the Board of Education that the office telephones not be used for personal calls except in cases of emergency. Office telephones may be used by staff members for making call related directly to pupils or other school business.

B. Teachers shall at all times have safe and healthful conditions under which to carry out their professional duties. No hazardous conditions shall be permitted in school buildings, parking lots or exterior school premises.

C. Teachers who work in more than one (1) school building shall be assigned, in each school in which they work, a regularly assigned appropriate room and other facilities which permit the effective discharge of their responsibilities to their pupils.

D. The Board will continue reasonable efforts to improve parking facilities for teachers within the confines of the budgetary restraints.

#### **Article VI**

### **USE OF SCHOOL FACILITIES**

A. 1. The Association will have the right, subject to the School Board's permit procedures, to use school buildings without cost. Association meetings shall start at the teachers' regular dismissal time, provided such meeting does not interfere and/or conflict with a meeting for faculty called by the Board or a member of the Administration or the building principal. the principal of the building in question will be notified in advance of the time and place of all such meetings.

2. A building meeting of the members of the Association may be called in each building by chief delegate or the chief delegate's designee(s). These

meetings may begin after the close of the student's day, provided such meeting does not interfere and/or conflict with a meeting for faculty called by the Board or a member of the Administration or the building principal.

B. 1. The Association shall be the exclusive representative organization having use of a bulletin board in all faculty lounges/dining rooms. The Association shall also be assigned adequate space on the bulletin board in, or in close proximity to, the central office in each building for official Association notices.

2. The locations of the Association bulletin boards shall be agreed upon jointly by the principal and the Association building committee.

C. The Association shall be the exclusive representative organization having use of teachers' school mail boxes. Copies of distributed materials shall be forthwith furnished to the principal.

The Association shall be allowed to use the inter-school mail for Association business, subject to the approval of content by the designee of the Superintendent of Schools.

D. The faculty Senate shall be permitted to start their meetings at the close of the student's day.

#### **Article VII**

### **LEAVE POLICIES**

#### **C. Sick Leave**

1. Teachers shall be allowed fifteen (15) days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be cumulative.

2. In the event a teacher exhausts all accumulated and earned sick leave benefits, he/she may request additional sick leave, which request shall be considered by the Board of Education on a case-by-case basis.

3. To all teachers returning to the Trenton Public School System, previously accumulated unused sick leave days will be restored to that at which they left.

4. Teachers shall be given a written accounting of accumulated sick leave and N days accumulated as sick leave days for the purposes of retirement for the previous year, no later than October 15th of each school year.

5. Any teacher hired prior to 9-1-92 with twenty (20) years or more of service in the Trenton School district shall receive 1/180 of the teacher's base salary for each three (3) days of unused accumulated sick leave upon the teacher's retirement, death or disability. In the event of death the sums due shall be paid to the deceased teacher's estate or beneficiaries.

Teachers hired effective 9-1-92 or after shall be paid up to \$15,000 salary for the aforementioned accumulated days under the same conditions.

If the Board adopts the early retirement incentive by 12-31-91, accumulated sick days shall be paid to all teachers who retire on or before 7-1-92 as follows:

\$5,000 or less	..... Lump sum payment
\$5,001 to 10,000	..... Two years (quarterly)
\$10,001 to 15,000	..... Three years (quarterly)
\$15,001 +	..... Four years (quarterly)

Teachers who retire after 7-1-92 may elect this option.

#### **B. Illness in Immediate Family**

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister or other relative living in the same household.

#### **C. Death in Family**

All full-time employees shall be allowed five (5) days without loss of pay at the time of death for (1) immediate family which shall mean spouse, child, parent, brother, sister, or (b) any other relative living in the same household, at the time of death.

All full-time employees shall be allowed two (2) sick

days without loss of pay at the time of death for mother-in-law, father-in-law, grandchild.

#### **D. Death of Others**

With the approval of the Superintendent of Schools, an employee shall be allowed an absence of one (1) day per school year with no loss of pay for the death of others.

#### **E. Personal Business or Religious Holidays**

1. Three (3) days per year shall be allowed for either personal business or religious holidays. Teachers shall not be required to state the reasons for personal business day requests except in the case of days immediately preceding or immediately following a vacation or during any state-mandated testing.

2. For all employees, personal business days not utilized during the year (beginning with the 1988-89 school year) shall be added as unused sick days for retirement purposes only and reimbursed as for sick days under Article VII, A.5.

#### **F. Other Emergency or Urgent Reason**

With the approval of the Superintendent of Schools, absence for other emergency or urgent reasons may be allowed with loss of substitute pay.

#### **G. Court Order**

Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Assistant Superintendent for Business Administration/Board Secretary, except where the employee is a party to the suit, in which case full deduction shall be made.

#### **H. Jury Duty**

Employees subpoenaed for jury duty shall receive full pay less fee received for such service.

## **I. Inter-School Visitations, Conferences, Conventions**

With the approval of, Superintendent of Schools, no loss of pay.

## **J. Furlough**

A leave of absence, for a full school year, without pay shall be granted by the Board, for any reason not stated in this Article to a teacher who has completed at least (7) years of service in the Trenton School District. The Board at its discretion may limit the number of leaves in any school year to no less than five (5) teachers. Leaves shall be granted in the order in which they are received by the Personnel Department. This leave shall only be granted to a member two (2) times. Application must be made 90 days in advance. The Board will provide medical insurance coverage during the leave for up to 12 months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

## **K. Sabbatical Leave**

### **1. Study and Observation**

For the purpose of study and observation, a teacher who has seven (7) or more years of service in the Trenton Schools, uninterrupted by a resignation, may be granted a leave of absence by the Board of Education for a period of not more than one (1) year. Compensation shall be at the rate of half pay. Time granted for study and observation leave shall be counted for salary guide programs. The Board will provide medical insurance coverage during the leave for up to 12 months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

### **2. Return from leave**

An employee granted a leave of absence for study and observation shall be required to serve the Trenton School System for three (3) years immediately after the expiration of such a leave. In the event it is impos-

sible for such employee to return or remain employed for three (3) years at the expiration of the leave, he/she shall reimburse the Board of Education the amount paid him/her during the leave of absence.

## **L. Maternity Leave**

Any female teacher shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than two (2) years.

1. Any pregnant teacher shall be entitled to continue working as long as she is physically able to do so, and to return to her duties when physically able. At the beginning of the seventh (7th) month of pregnancy, the teacher's personal physician shall issue a certificate stating that the teacher is physically able to continue her duties. Concurrence of the personal physician and the school medical director may be required by the Board to establish the initial date of the maternity leave.

2. Any teacher adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant.

3. The teacher requesting such leave as stated above shall indicate a tentative return-to-work date on a leave request form provided, and reconfirmation of such return-to-work date shall occur at least thirty (30) days prior to such return.

Any male teacher shall, upon request, be granted a leave of absence without pay for paternity purposes or adoption of a child for a period of not more than two (2) years.

## **M. Exchange Teacher-Study Grant Leave**

A teacher on leave for study and working as an exchange teacher or on a study grant from an approved Foundation will be entitled, with the approval of the Board of Education, to the place on the salary guide where he/she would have been placed if he/she had remained. This shall include

teaching in United States Federal or Military organizations in foreign countries. Credit shall be given for one (1) year only. The Board will provide medical insurance coverage during the leave for up to 12 months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

#### **N. Teaching Leave**

Dependent upon organizational needs of the district, a teacher on tenure shall be granted a leave of absence without pay for up to two (2) years to teach or to serve as an intern in accordance with a college approved Masters or Doctoral Program, and upon return from said leave shall be placed on the salary guide in accordance with Article IV of this Agreement. However, service as an intern shall not accrue toward experience credit for guide purposes. The Board will provide medical insurance coverage during the leave for up to 24 months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after two years if the leave is extended.

#### **O. Caring for Sick Member of Immediate Family**

A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, as defined in Article VII-C, after the teacher has submitted proof satisfactory to the superintendent that such leave is necessary. The Board will provide medical insurance coverage during the leave for up to 12 months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

#### **P. Military Leave**

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at

time of discharge.

#### **Q. Return from Leaves**

1. Teachers returning to teaching after an authorized leave of absence shall be offered the same or a similar position that they held at the time said leave was commenced.

2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return from leave. However, during the period of leave, the teacher shall not receive any leave days that he/she would be entitled to had he/she been working in the school district.

3. Teachers not returning to teach after an authorized leave of absence, must provide written notification to the Human Resources Department thirty (30) days in advance.

4. Teachers returning to teach after an authorized leave of absence must provide notification to the Human Resources Department 30 days in advance of the day they will be returning.

#### **Article VIII**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. 1. A list of all vacancies shall be maintained in the Personnel Office, posted at each worksite and a copy sent to the association at the time of posting.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than May 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

the teacher will immediately furnish the principal with knowledge of the exclusion, and within one (1) full school day, full particulars of the incident. The affected pupil will be readmitted to the classroom only upon written authorization of the principal, or when requested, by written guidelines from the principal for the future handling of this case.

2. Individual records will be maintained on student discipline and will be available to teachers where legally permissible.

3. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents, when warranted. Other measures, short of suspension, will first be exhausted. Suspension of students from school may be imposed only by a principal or his/her designated representative.

H. 1. The Behavioral Guides established and adopted by the Board shall continue in full force and effect, subject to modification by the Board with the advice of the Joint Discipline Committee. The currently functioning Joint Discipline Committee shall maintain similar codes for all secondary as well as elementary schools. Teachers should get a copy of the discipline code on the opening day of each school year.

2. Teacher members of the Committee shall be released from all other duties, with no loss of pay, at times when the Committee is scheduled to meet.

#### **Article XI**

### **SCHOOL CALENDAR**

The Association shall have the opportunities to present recommendations to the Superintendent concerning the school calendar prior to its adoption by the Board.

#### **Article XII**

### **TEACHING CONDITIONS**

#### **A. Work Year**

The in-school work year of teachers employed on a ten (10) month basis, other than new personnel

who may be required to attend an addition two (2) days of orientation, shall not exceed one-hundred-eighty-five (185) days. The in-school work year shall include days when pupils are in attendance, orientation days, days which are shortened due to inclement weather, professional development days and other days on which teacher attendance is required.

#### **B. School Day**

1. Teachers shall indicate their presence for duty by placing their signature in the appropriate column on the faculty sign-in, sign-out roster, or by the use of the automatic check-in procedure.

2. The regular school day for assigned teacher, planning and consultation functions including arrival and departure shall consist of no more than six (6) hours and forty-five (45) minutes which shall include a lunch period.

3. Any teacher who is required to work on a regular assignment beyond the regular teacher in-school work day as defined in paragraph 2 above shall be compensated at the rate as stated in Article IV, C.6.

4. Students in elementary schools will be dismissed 5 minutes before the end of the teacher's workday.

#### **C. Lunch Periods**

1. Middle and high school teachers shall have a duty free lunch period of not less than forty-four (44) minutes. Elementary school teachers shall have a thirty-five (35) minute duty free lunch period per day. Elementary teachers may be required to supervise lunch programs on a rotating basis where the best interests of the pupils are served.

2. Teachers may leave the building without permission during their duty-free lunch period.

3. No changes other than those set forth above shall be made in any existing contractual agreements.



#### **D. Preparation Periods**

1. All secondary teachers shall, in addition to their lunch period, have at least one (1) duty free preparation period each day, which will be at least thirty (30) minutes during which time they shall not be assigned to any other duties, except in times of emergencies.

2. In elementary classes, building principals shall be encouraged to utilize specialists in a manner which would make available preparation periods. When an elementary class is receiving instruction from a teaching specialist on a regularly assigned basis, the regularly assigned teacher may use this time for preparation.

3. All elementary teachers shall, in addition to their duty free lunch period, have at least one (1) continuous duty free preparation period of forty (40) minutes duration per day. During 2000-2001, twenty-eight dollars (\$28), prorated at the hourly rate school be paid to the teacher for each prep period missed. Compensation in subsequent years shall be in accordance with Article IV, C.6 section a.

4. Conference/Planning periods may be required to be used for planning for Core Curriculum Content Standards, Whole School Reform, Special Education, IDEA or other school based meetings.

#### **E. Teaching Load**

1. Secondary teachers assigned on a departmental basis shall not be required to prepare more than two (2) subject matter teacher preparations.

2. Teachers in the Middle and Senior High Schools shall not have more than six (6) teaching periods. Teachers assigned to more than five (5) teaching periods shall not be assigned any non-teaching duties. This provision will not apply in schools where block scheduling is used. Teachers assigned to a homeroom with block scheduling will be compensated for one (1) hour per week at the "A" rate under Article IV, C.6 section a. Compensation shall be prorated during a reduced

work week.

3. The daily teaching load in the elementary school shall not exceed five and one half (5-1/2) hours of instructional time.

4. Concerning all pupil contact periods (e.g., Hall Supervisors and Study Hall Supervisors, etc.) not considered teaching periods, the Board agrees that every effort will be made to effect equitable distribution of these type duties among all staff members.

5. In addition to normal preparation time (D.3 above) Elementary teachers will have one sixty (60) minute or two thirty (30) minute conference/planning periods per week.

6. Secondary teachers will also have a conference/planning period of not less than forty-four (44) minutes per day. No more than three (3) of these periods may be assigned as conference or meeting periods per week. The remaining two (2) periods per week shall be teacher directed. This provision will only apply in schools where block scheduling is used.

7. Teacher leaders, facilitators, community liaison teachers and others in teacher leadership positions may not be assigned more than 90 minutes per day of direct instruction. Direct instruction is considered a part of their normal duties and responsibilities for which no additional compensation is warranted. Teachers in these positions will not be assigned duty periods. All other provisions of this collective bargaining agreement shall continue to apply. Where whole school reform models preclude direct instruction, the whole school reform model requirements shall prevail. The Technology Facilitator position is excluded from this provision.

#### **F. Meetings**

1. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no

later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. The meetings referred to herein may be extended by fifteen (15) additional minutes if necessary to complete the purpose for which the meeting was called. With at least four (4) weeks prior notice, an additional hour may be scheduled for one (1) of the two (2) monthly faculty meetings and attendance required. Teachers will be paid at the "B" rate under Article IV, C.6 section b for this second hour.

2. When feasible, notices for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

3. Elementary teachers may be required to attend four (4) evening parent contact events each school year. These events shall be scheduled on reduced days for students and staff. Parent conferences shall be mutually scheduled by teachers and parents and must be approved by building principals subject to final review by the superintendent. Events shall conclude no later than 8:00 PM.

4. Middle and high school teachers may be required to attend four (4) evening parent contact events each school year. These events shall be scheduled on reduced days for students and staff. Events shall conclude no later than 8:00 PM.

### **G. Exceptions**

Exceptions to the provisions of Section B, C, D, E and F of this Article may be made only in case of emergency.

### **H. Flex Time**

1. Teachers whose job descriptions request flex time (work outside the standard contractual work hours) to meet the diverse needs of our student population and their families shall have the additional time adjusted during the course of the week.

2. Hours worked beyond forty (40) or thirty-two and one-half (32 1/2) hours, depending on contractu-

al requirements, shall be compensated at the hourly rate specified in Article IV.C.6. of this agreement.

4. Prep time shall be provided.

5. Daily work hours shall include a lunch period as specified elsewhere in this agreement.

6. Hours and scheduling must be agreed upon by the supervisor and employee.

7. All overtime hours must have prior approval of the superintendent or his/her designee.

### **I. Year Round Education**

1. 1/200th for each required work day beyond 185. This shall be a part of the base salary. Salary shall be paid in equal checks every two weeks during the length of the work year. The first pay check shall be paid no later than two weeks following the start of the year round work year. If a pay day occurs during a vacation period of a year round education employee, said check shall be mailed to the residence of record.

2. Teachers working the 200 day cycle shall receive one (1) additional sick day and one (1) additional personal business day.

3. Teachers working the 210 days cycle shall receive two (2) additional sick days and one (1) additional personal business day.

4. Positions created for the months of July and August shall be compensated at the rate of 1/200th of salary for each day worked. This shall be considered a stipend position.

5. Postings: For the first year of the pilot program applicants will be limited to teachers who currently work at the pilot sites. These positions shall only be filled from outside the pilot site if insufficient numbers of teachers from the site apply.

6. All future vacancy positions shall be posted in accordance with the article of the TEA agreement concerning vacancies, promotions, special programs and/or projects.

7. Should any teacher exhaust all sick leave benefits, he or she shall be docked at the rate of

1/200th of the yearly salary.

8. This agreement shall not be implemented until it is ratified by the Board of Education.

## **J. Miscellaneous**

1. Teacher participation in field trips extending over a weekend shall be compensated in accordance with Article IV, C.6 - Section c, Saturday, Sunday and Holidays. This Article shall be moved to Article IV shall be moved to Article IV, Salaries, C.7.

2. Teachers shall be encouraged to accept the professional responsibility of supervising a student teacher when requested; however, acceptance of this agreement shall not be mandatory.

3. Class instruction shall not be interrupted except in cases of emergency, in which event teachers shall be notified of class interruptions as soon as practicable.

4. Any teacher, who in pursuance of assigned school duties is required to travel from one location to another during the course of a school day and for whom a car is not supplied, shall be reimbursed at the District approved rate per mile.

5. If teachers are assigned mentoring duties according to state regulations, negotiations shall be reopened for the limited purpose of discussing changes of terms and conditions of employment affected by such assignment.

6. Schools which contain only grades 6,7,8 are secondary. All other schools containing these grades are considered elementary.

### **Article XIII**

## **TEACHING EVALUATION**

A. All nontenured personnel shall be observed and evaluated a minimum of three (3) times per year, prior to contract determination for the following school year.

B. Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their supervisors at least one (1) day before any conference to discuss it. A teacher shall have the

right to discuss such rating or evaluation with his/her superiors before it is submitted to the central administration or put in his/her personnel file, provided that such request for discussion is made within five (5) school days after the teacher receives a copy of the rating or evaluation and has signed one (1) copy thereof as having been read.

C. Any complaints regrading a teacher made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. All monitoring, observation or recording of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

E. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance except as in accordance with the procedure set forth in this Article.

F. If, in the teacher's judgment, an evaluation may affect his/her continuous employment, the matter shall be subject to the Grievance Procedure, to the level of the Board but shall not be a proper subject for arbitration.

G. In the event of a claim by a teacher that his/her evaluation is not factually correct, said claims shall be investigated on behalf of the Board of Education; and if the claim is found to be valid, said evaluation shall be amended so as to accurately reflect the situation.

### **Article XIV**

## **TEACHER AND ASSOCIATION RIGHTS**

A. All teachers shall have the right to freely organ-

ize, join and support the Association for the purpose of engaging in professional negotiations and other concerted activities for mutual aid and protection. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin, sexual orientation.

B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status, sexual orientation.

C. The Board shall grant a sabbatical leave, without pay to the president of the Association for the entire duration of his/her term in office. All other benefits granted to full time teachers be granted to the Association president during such leave. Upon returning to full-time teaching full credit for each year of the sabbatical shall be granted for seniority and salary guide placement purposes, retroactive to the 1987-88 school year.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth.

E. The Association President shall be the exclusive representative organization president having the right to be introduced and if necessary, present brief remarks concerning the Association to the new teachers at their orientation program.

F. 1. Pursuant to Chapter 303, and Chapter 123 Public Laws of New Jersey, proposed new rules or modifications of existing work rules, shall be negotiated with the Association before implementation.

2. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Agreement. Any portion of the exist-

ing documents that is inconsistent with this Agreement shall be ineffective.

3. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

G. Whenever any teacher is required to appear before the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall; be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

H. Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Criticism of any staff member shall be in complete confidence. Conversely, teachers will observe the same professional courtesy toward the administration as set forth above.

I. Association negotiation co-chairpersons shall have duty free schedules for the duration of the negotiations process.

J. All TEA Chief Delegates (one from each school and three from the high school) shall have a duty-free schedule provided the hiring of additional personnel is not required.

K. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or other benefits, when required by the administration.

L. No teacher shall be prevented from wearing

pins or other identification of membership in the Association or any other teacher organization.

M. Association grievance co-chairpersons shall have one (1) hour per day three (3) days per week, for a five (5) day work week, for the purpose of conducting grievance matters. This shall be in addition to their prep period and conference planning periods.

#### Article XV TEACHING PROTECTION

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Recommendations of the arbitrator relative to alleged violations of this statement shall be advisory only.

B. A school nurse shall be scheduled to be in each building for all or portion of a day.

C. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

D. 1. The Board assumes responsibility for any assault to the teacher or his/her person while acting properly in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board or its designee.

2. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was in the discharge of his/her duties within the scope of his/her employment.

3. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave. Any claim, demand, suit, or judgment arising from such assault or injury shall be honored by the Board.

4. The Board shall render all reasonable assis-

tance to the teacher in connection with law enforcement and judicial proceedings.

5. Teachers shall immediately report any assault suffered by them in connection with their employment to their principal.

6. This report shall be for the principal's use in arranging for legal assistance, and which involves the teacher, the police and the courts.

7. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for reasonable counsel fees incurred by him/her in defending the proceeding.

8. Whenever a teacher is absent from school as a result of personal injury, caused by an assault arising out of and in the course of his/her employment, compensable under the New Jersey Worker's Compensation Laws, he/she shall be paid his/her full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2.1. Salary payments allowable under this section with reference to such injury shall be made for absence during the waiting period for which no temporary disability compensation is allowed under the New Jersey Worker's Compensation laws, and during but not beyond the period for which the teacher is entitled to receive for such injury a temporary disability benefit under the said Worker's Compensation laws. Any amount of salary payable pursuant to this section shall be reduced by the amount of new

Worker's  
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Worker's Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Workers' compensation proceeding of the period of temporary disability, the opinion of the said physician as to the said period shall control. This section applies only to assaults occurring after July 1, 1968.

#### **Article XVI**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. The Board and the Association support the principle of continuing training of teachers, since in our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. These objectives can best be achieved by hiring only fully certified and qualified applicants, an active inservice program, encouraging teachers to seek advanced training and degrees, and encouraging teachers to actively participate in professional organizations in their areas of specialization.

B. to this end, the Board agrees:

1. To hire only teachers holding approved certificates for every regular assignment.
2. To provide workshops, conferences, and programs during school hours designed to improve the quality of instruction at such times and under such circumstances as the administration shall deem proper.

3. To cooperate with the Association in arranging after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Teachers shall determine for themselves whether such activities are applicable and worthwhile. Attendance shall be voluntary; however, inservice credit may be earned under the prevailing rate. (See Schedule C).

4. To grant full pay to teachers for the purpose of attending conferences, workshops, meetings of professional organizations in their areas of specialization which are approved by the Superintendent.

5. To encourage further graduate study, teachers enrolled in an administratively-approved Masters Program or continuing education program (videotaped courses, on-line courses, or courses in other areas) shall be reimbursed the cost of tuition up to twelve (12) credits at the rate not to exceed the College of New Jersey rate within thirty (30) days of submission of grade verification to Central Services, contingent on prior approval by the Superintendent or designee.

C. Pending approval by New Jersey Department of Education, participation in Whole School Reform (WSR) professional development activities may be considered in meeting the 100 hours in five (5) years requirement. Teachers' PIPs may incorporate subject matter required for effective implementation of WSR as a part of their professional development plan.

#### **Article XVII**

### **CLASS SIZE**

A. The goal for class size will be to maintain academic classes not in excess of twenty-five (25) pupils. No academic class will be maintained at a level in excess of thirty (30) pupils.

#### **Article XVIII**

### **RELIEF FROM NON-INSTRUCTION DUTIES**

A. The Board and the Association recognize that

employment of teacher aides and school aides are useful and necessary in order to implement this principle.

B. 1. Teachers shall not be required to drive students to activities which take place away from the school building.

2. Teachers will be relieved from correcting standardized tests used at the direction of the Board of the Administration, unless mandated by state law. This shall not apply to test initiated within any Department.

3. Teachers shall not be required to keep registers.

C. 1. When possible teachers will not be assigned to cafeteria duty but can be assigned to alternative duties which will free other staff members to replace them in the cafeteria.

2. The Board will provide in each building a security force sufficient to maintain order and insure the safety of students and personnel.

#### **Article XIX**

### **TEACHER ASSIGNMENTS**

A. The Superintendent shall assign all newly selected personnel to their positions which, except for substitute teachers, shall be within the type of service for which the teacher has been employed. The Superintendent shall give notice of assignments to new teachers as soon after appointment as practicable.

B. Currently employed full-time teachers shall be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable, but not later than June 10, if feasible.

C. Teacher assignments shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, sexual orientation, or ancestry, unless based upon a bona fide occupa-

tional qualification.

D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.

#### **Article XX**

### **VACANCIES, PROMOTIONS, SPECIAL PROGRAMS AND PROJECTS**

A. 1. All vacancies in promotional positions, including specialist and/or special projects teachers and positions funded by State and/or Federal Government, shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary, and the filing dates for application. All promotional vacancies that occur during the summer shall be advertised in the general news section of at least one (1) local newspaper, on the district's web site ([trenton.k12.nj.us](http://trenton.k12.nj.us)), and on Channel 19.

2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. All applications shall be acknowledged in writing by the Superintendent's office.

B.1. Each applicant who meets the qualifications for a vacancy shall be interviewed by a committee appointed by the Superintendent, and a record of the interview shall be filed with the application. Interview ratings for each applicant shall be prepared independently by each member of the committee.

2. The committee shall then combine the independent interview ratings, which shall include the applicant's formal training and professional experi-

ence in the Trenton School System into a total rating.

3. All applicants shall be placed on a ranked list according to their total ratings.

4. Selection for a vacancy shall be made from among the three (3) top ranking applicants, as submitted by the interviewing committee, by the Superintendent of Schools.

C. All appointments to the aforesaid vacancies shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, or ancestry, unless based upon a bona fide occupational qualification.

D. Promotional positions are defined as follows: position paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions as supervisor, director, principal and vice-principal.

E. All new openings for summer positions and any evening school vacancies, will be adequately publicized in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as reasonable. Under normal circumstances, new summer positions and evening school openings will be publicized not later than the preceding May 1 and teachers will be notified of the action taken not later than June 1 and September 1, respectively.

F. Whenever, a teacher, who has participated in an externally funded special project requiring materials unique to that project, is transferred to a similar post in the district, those materials will be transferred to the new post with the teacher. This shall occur in all cases except where a replacement trained and qualified in the use of said materials replaces the individual transferred in which case the materials will remain for the use of the newly appointed special project teacher.

G.1. The Board of Education, acting on the rec-

ommendation of the Superintendent, may create new positions in keeping with school reform initiatives or Core Curriculum Standards requirements.

2. The Board shall have the right to create such teaching positions, both full-time and part-time, as may be required to ensure effective and appropriate instruction, so long as NJDOE regulations are observed.

## **Article XXI MEDICAL BENEFITS**

A. During the term of this Agreement the Board shall pay the full family coverage for all employees effective September 1, 2000. PPO coverage with lowest co-pays effective 1, 2000.

1. Coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (PACE) including Rider J and coverage of dependent children to age 25, Medi-group with Medi-group Supplement or Aetna Health Plans.

2. Unlimited major Medical coverage with Blue Cross/Blue Shield. The medical expenses incurred over \$2,500.00 that are submitted to Major medical shall be paid at the rate of 100% except for HMO participants.

3. Coverage for employees under Delta Dental Plan of N.J. Inc., (50-100-plan) (formerly N.J. Dental) or Dental Services Organization Inc., (Eastern Dental); no deductible.

4. A \$10.00 co-pay prescription insurance plan for name brand and \$5.00 co-pay for generic brands. Mail Order prescription drugs: \$10.00 generic and \$20.00 brand name, except maintenance drugs (including oral contraceptives) are \$0 co-pay effective September 1, 2000.

5. A. If an employee waives health insurance or prescription insurance, such employee shall receive 50% of the health and/or prescription premium of their current plan coverage. Employees that choose the cash option must reapply each year. Proof of



other coverage must be submitted with each request for the cash option. If newly hired employees waive health insurance coverage, they shall receive 50% of the lowest cost plan. All waivers are subject to the provisions of the Section 125 Addendum.

6. HMO Horizon - \$5.00 co-pay effective September 1, 2000.

7. Horizon Vision Care:

Plan 1 - Traditional Plan

Plan 3 - PPO

Effective September 1, 2000

	Plan 1	Plan 3
Eye Exam	\$35.00	\$75.00
Frames	\$15.00	\$50.00
Lenses		
Single	\$15.00	\$50.00
Bifocal, single	\$30.00	\$75.00
Bifocal, double	\$60.00	\$100.00
Trifocal	\$45.00	\$100.00
Contacts, single	\$15.00	\$50.00
Contacts, bifocal	\$30.00	\$100.00

B. 1. For any teacher who retires at age 55 or older with 25 years of service in the District The Board shall pay the premium for individual coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (PACE) including Rider J and Medi-Group, Unlimited Major Medical coverage with new Jersey Blue Cross/Blue Shield with expenses in excess of \$2,500.00 submitted to major medical paid at the rate of 100%; until eligible for Medicare.

2. Any teacher who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. The teacher shall be responsible for payment of the group rates, except as provided for in B.1. above.

C. The Board will assume administrative costs for a payroll deduction dental program, if such is requested by the Association.

D. TEA will assist the Board in encouraging retirees to use the State Health Benefit Prescription drug plan and current employees to enroll in the PPO plan.

## Article XXII TEXTBOOKS AND INSTRUCTIONAL MATERIALS

A. 1. The Board agrees that it will provide sufficient textbooks to insure that each pupil in the classroom has use of copies of assigned textbooks as may be appropriate and required.

2. In the event a teacher's order for books or supplies must be altered, the teacher shall be consulted regarding priorities on the original list and be given the opportunity whenever possible to restructure priorities on the original list and order alternative material.

3. A dictionary appropriate to classroom needs shall be provided in each classroom in grades kindergarten through 12.

B. 1. Teachers who use particular textbooks, other instructional materials, and equipment shall be directly involved with supervisors and directors in making the initial recommendation for the purchase of additional textbooks and other instructional materials, changes in such materials or selection of new materials.

2. The teacher at his/her option may periodically submit proposed changes or selection of new materials and equipment. The administrator will communicate these recommendations to the appropriate Board agent for possible purchase, or will communicate the reasons for the rejection of these materials to the individual teacher.

C. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best: (1) show the cultural diversity and pluralistic nature of our society in both textual and illustrative material and (2) reflect the most recent authoritative scholarship on the history and roles of various

racial, ethnic, and religious groups and their prominent representatives in American life.

### **Article XXIII TEACHER FILES**

A. Official teacher files shall be maintained in accordance with the following procedures:

1. Administrators, will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

2. The teacher shall be given the opportunity to review the contents of his/her file by request in writing. This opportunity represents the implementation of the democratic concept that the individual has the right to be fully aware of any developments that concern his/her actions. It shall be the responsibility of the central administration, when requested in writing, to arrange a convenient appointment with each teacher which will enable that teacher to have ample time to fully review any and all documents in his/her file.

3. The teacher will be notified of any material of a derogatory nature to be placed in his/her personnel file.

4. The teacher has the right to reply to any document by letter to the Superintendent of Schools. This letter will be discriminately place in the file.

5. A representative of the Association, at the teacher's request, shall accompany the teacher while he/she reviews his/her life.

### **Article XXIV ACADEMIC FREEDOM**

A. The Board and the Association seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of

Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and in which academic freedom for teacher and students is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of moral, legal, ethical and educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard any legitimate interests of the schools and to exhibit by appropriate examples the basic objects of a democratic society.

### **Article XXV SUBSTITUTES**

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Since it is desirable for each teacher to use an uninterrupted prep period or conference/planning period each day, the assignment of the regular teacher as a substitute, thereby depriving him/her of his/her prep period or conference/planning period shall be permitted only in case of emergency. Teachers who lose more than two (2) prep periods or conference/planning periods shall be compensated in accordance with Article IV, C.6 section A regardless of the assignment.

C. 1. Long-term substitutes as defined shall include resident substitute or personnel assigned to

a building for a continuous period of time, exceeding thirty (30) days.

2. Any long-term substitute defined above, who holds an instructional or educational services certificate, shall be paid at an annual rate of the minimum step of this agreement calculated on a per diem basis.

### **Article XXVI DUES AND REPRESENTATION FEES DEDUCTIONS**

A. The Board agrees to deduct from the salaries of its employees dues for the Trenton Education Association, the Mercer County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 of the Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies will be transmitted promptly by the 15th of each month to the treasurer of the Trenton Education Association who in turn will transmit such monies to the New Jersey Education Association. Teacher authorization shall be in writing in the form set forth below.

B. Authorization to deduct association membership dues

1. Name	Soc. Sec. No.
School Building	District
2. To: Disbursing Officer	
Trenton Board of Education	

I hereby request and authorize the above Disbursing Officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Disbursing Officer will discontinue such deductions only if I file such notice of withdrawal as of the

January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

3. I designate the Trenton Education Association to receive dues and distribute according to the organization indicated.

C. The Association named in Section B shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

D. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

E. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

### **Representation Fees**

F. 1. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to those employees who have not become members of the Association for the then current membership year. Said deductions shall be made upon receipt of authorization from the Association. The deductions will begin with the first paycheck paid; thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin

with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

2. If an employee, who is required to pay a representation fee, terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

G. Each pay period the Board shall provide the Association with an alphabetical list of all personnel in a bargaining unit position. The list shall include the amount, if any, deducted for membership dues or representation fees during the previous pay period, for each named individual.

H. The Association shall submit to the Board proof of the establishment and maintenance of a demand and return system through which non-members may appeal the amount of the representation fee. Furthermore, the Association agrees to make all non-association members aware of their legal rights of appeal and of the procedures available for such an appeal.

I. The agency fee provision with usual "safeguards" shall be 85% of the regular membership dues.

J. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, except for counsel fees and other legal costs and expenses that may arise out of, or by reason of any action

taken or not taken by the Board in conformance with the representation fee provisions.

#### **Article XXVII**

### **MISCELLANEOUS PROVISIONS**

A. It is agreed that the cost of professionally printing 3,000 copies of this Agreement shall be borne equally by the Board and the Association.

The format of said Agreement and arrangement for printing of same shall be made by the Association.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. The Trenton Board of Education on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, managerial prerogatives, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

D. If any provision of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the Administrative procedures and practices in force on said date shall continue to be applicable during the terms of this Agreement.

F. The district anticipates the continual integration of technology into the curriculum. TEA members may attend district provided training for the implementation of districts technology initiatives. Training shall be provided during the work day or subject to the provisions of Article IV, C.6 or Schedule C.

**Article XXVIII  
TWELVE MONTH EMPLOYEES**

A. 1. Twelve month employees shall work eight (8) hours per day, including a lunch period.

2. The actual work schedule of twelve month employees shall be 260-261 days including vacations and holidays.

4. Ten (10) month employees transferred to a twelve (12) month position or twelve (12) month employees hired after September 1 shall be paid 1/240 of the twelve month salary as computed above for each workday remaining in the school year. Such employees shall accrue 0.084 vacation days for each workday remaining in the school year.

B. The salary of twelve month employees shall be computed at the appropriate teacher base salary, step, and educational level, plus an additional seventeen percent (17%), of that salary. However, twelve month employees shall not be paid less than an additional ten percent (10%) of teacher base salary, step and education level, plus an additional two thousand dollars (\$2,000).

C. 1. In addition to Article VII (Leave Policies), twelve month employees shall be allowed three (3) additional days for Personal Illness, and one (1) additional day for Personal Business or Religious Holiday.

2. Twelve month employees shall be entitled to twenty (20) days of cumulative annual vacation.

**Article XXIX  
DURATION**

Provisions of this Agreement shall be effective as of 12:01 a.m. September 1, 2000, and shall remain in full force and effect until midnight August 31, 2004 subject to the Association's right to negotiate over a Successor Agreement as provided in Article of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed by their respective Secretaries or Negotiation Chairperson and their seals to be placed hereon, on the 10th day of April, 2000.

Abdul-Malik Ali  
President — Board of Education  
of the City of Trenton

Kevin O'Brien  
President — Trenton Education Association